

AGREEMENT TO PERFORM NON-PROFESSIONAL SERVICES
(REDLANDS CONTRACT NO. 2012-0002)

This agreement for the provision of vending facilities, maintenance, lighting products, industrial supplies and tools ("Agreement") is made and entered in this 15th day of May, 2012 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Fastenal Company ("Contractor"). City and Contractor are sometimes individually referred to herein as a "Party" and, together, as "Parties." In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONTRACTOR

- 1.1 City hereby engages Contractor to provide vending facilities, maintenance, lighting products, industrial supplies and tools for City (the "Services").
- 1.2 The Services shall be performed by Contractor in a professional manner, and Contractor represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional Contractors in the industry providing like and similar types of Services.
- 1.3 The term of this Agreement commences on its Effective Date and ends on February 28, 2014.

ARTICLE 2 – SERVICES OF CONTRACTOR

- 2.1 The Services that Contractor shall provide are more particularly described in Exhibits "A" and "B" entitled Addendum A Vendor contract between Fastenal Company and WSCA dated March 1, 2011, and WSCA Master Service Agreement respectfully, and shall be performed by Contractor in accordance with Exhibit "C," entitled "California Participating Addendum Master Price Agreement 7-11-51-02," all of which are attached hereto and incorporated herein by reference;
- 2.2 Contractor shall comply with applicable federal, state and local laws and regulations in the performance of this agreement including, but not limited to any applicable State of California prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

- 3.1 City shall make available to Contractor information in its possession that may assist Contractor in performing the Services.
- 3.2 City designates Dana Abramovitz, Purchasing Servicing Manager, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

- 4.1 Contractor shall perform and complete the Services in a prompt and diligent manner in accordance as reasonably requested from time to time by City. The Services shall commence immediately upon the Effective Date of this Agreement.
- 4.2 If Contractor's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to the City, consistent with City Council adopted policy for the same. It shall be the obligation of Contractor to obtain a copy of such policy from City Staff.

ARTICLE 5 – CONTRACTOR COMPENSATION

- 5.1 Contractor has agreed that City shall have no obligation to pay Contractor any compensation for the Services.
- 5.2 All notices shall be given in writing by personal delivery or by mail. Notices sent by mail should be addressed as follows:

City

Fred Cardenas, Director
Quality of Life Department
City of Redlands
35 Cajon Street, Suite 222
P.O. Box 3005 (mailing)
Redlands, CA 92373

Contractor

Justin Alfrey, District Manager
Fastenal Company
2001 Theurer Boulevard
Winoma, MN 55987

When so addressed, such notices shall be deemed given upon deposit in the United States Mail. Changes may be made in the names and addresses of the person to whom notices and payments are to be given by giving notice pursuant to this section 5.2.

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

- 6.1 Insurance required by this Agreement shall be maintained by Contractor for the duration of its performance of the Services. Contractor shall not perform any Services unless and until the required insurance listed below is obtained by Contractor. Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.
- 6.2 Contractor shall secure and maintain Workers' Compensation and Employer's Liability insurance throughout the duration of its performance of the Services in accordance with the laws of the State of California, with an insurance carrier acceptable to City as described in Exhibit "D," entitled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference.

- 6.3 Contractor shall secure and maintain comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.
- 6.4 Contractor shall have business auto liability coverage, with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used in connection with Contractor's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be names as an additional insured and such insurance shall be primary and non-contributing to any insurance or self insurance maintained by City.
- 6.5 Contractor shall defend, indemnify and hold harmless City and its elected officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by and negligent act, omission or failure to act by Contractor, its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

- 7.1 Contractor covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Contractor's Services. Contractor further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.
- 7.2 Contractor agrees it is not a designated employee within the meaning of the Political Reform Act because Contractor:
- A. Does not make or participate in:
- (i) the making or any City governmental decisions regarding approval of a rate, rule or regulation, or the adoption or enforcement of laws;
 - (ii) the issuance, denial, suspension or revocation of City permits, licenses, applications, certifications, approvals, orders or similar authorization or entitlements;
 - (iii) authoring City to enter into, modify or renew a contract;
 - (iv) granting City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
 - (v) granting City approval to a plan, design, report, study or similar item;
 - (vi) adopting, or granting City approval of policies, standards or guidelines for City or for any subdivision thereof.

- B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of interest Code under Government Code section 87302.
- 7.3 In the event City officially determines that Contractor must disclose its financial interests, Contractor shall complete and file a Fair Political Practices Commission Form 700, State of Economic Interests with the City Clerks' office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

- 8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.
- 8.2 Contractor shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms, and conditions of this Agreement.
- 8.3 Documents, records, drawings, designs, cost estimates, electronic data files, databases and any other documents developed by Contractor for City in connection with its performance of the Services, and any copyright interest in such documents, shall become the property of City and shall be delivered to City upon completion of the Services, or upon the request of City. Any reuse of such documents, and any use of incomplete documents, shall be at City's sole risk.
- 8.4 Contractor is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor of its agents shall have control over the conduct of Contractor or Contractor's employees, except as herein set forth. Contractor shall supply necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Contractor are for its account only, and in no event shall Contractor or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Contractor shall have no authority, express by City for the account of, or on behalf of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Contractor have any authority, express or implied, to bind City to any obligation.
- 8.5 Unless earlier terminated as provided for below, this Agreement shall terminate upon completion and acceptance of the Services by City; provided, however, this Agreement may be terminated by City, in its sole discretion, by providing ten (10) business days prior written notice to Contractor (delivered by certified mail, return receipt requested) of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Contractor's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Contractor at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Contractor. Upon receipt of a termination notice, Contractor

shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, drawings, specifications, reports, summaries and such other information and materials as may have been accumulated by Contractor in performing the Services. Contractor shall be compensated on a pro-rata basis for Services completed up to the date of termination.

- 8.6 Contractor shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Contractor.
- 8.7 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, an amendment to this Agreement shall be in writing, approved by City and signed by City and Contractor.
- 8.8 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, duly authorizes representative of the City and Contractor have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: Pete Aguilar
Pete Aguilar, Mayor

FASTENAL COMPANY

By: Justin Alfrey
Justin Alfrey, District Manager

Attest:

Sam Irwin
Sam Irwin, City Clerk



EXHIBIT "A"

**Addendum A Vendor Contract Between
Fastenal Company and WCSA dated March 1, 2011**

This addendum shall cover the terms and conditions upon which Fastenal Company ("Fastenal") shall provide Fastenal Automated Supply Technology (FAST) under The WCSA Master Service Agreement ("WCSA") ("Customer") pursuant to the Vender Contract ("Lead State Contract #1862") executed by the parties on March 1, 2011 and the California Participating Addendum Master Price Agreement 7-11-51-02.

Customer hereby grants Fastenal the exclusive right to install FASTENAL Vending Solutions (identified herein as FVS units or FVS equipment). The FVS equipment is identified as FAST 5000, FAST 5000 Lockers, FAST 3000 and Stand Alone Lockers. Customer may order FVS equipment by issuance of an order form ("FAST SOLUTIONS ORDER FORM"), subject to acceptance by Fastenal. The FVS Equipment may only be stocked with Fastenal supplied and distributed products. FASTENAL agrees to be responsible for all standard maintenance and repair of the FVS equipment (blatant or willful damage or destruction by Customer excluded, but liability not to exceed \$10,000 per unit) including refilling of vended products for the term of this Contract. FASTENAL will provide insurance to cover its liability for personal injury or property damage it causes in connection with the installation and operation of the FVS equipment. Participants in this agreement will be as written in the PA.

- 1) Ownership: Fastenal shall maintain full and exclusive ownership of all FVS equipment. Fastenal retains the right to terminate and remove the FVS equipment from Customer site, at Fastenal's sole discretion and without liability. Customer may terminate this Agreement if Fastenal does not timely service the FVS equipment, including the replenishment of products. Customer will provide Fastenal thirty days advance written notice and a reasonable opportunity to cure any service deficiencies, prior to termination.
- 2) Web Hosting Fee and Spend Expectation: All Web Hosting Fees are waived on this agreement for the term of the WCSA agreement from day of install. The parties agree that Customer will work in good faith to increase its overall purchases of products from FASTENAL at the location of the FVS equipment.
- 3) Assignment: Customer may not assign, remove or attempt to sell or transfer any FVS equipment to another party or property, without Fastenal's written permission.
- 4) Title to Products, Risk of Loss and Taxes:
Fastenal shall retain title to and a security interest in all products stored in the FVS equipment. Title to Products shall pass to Customer only when Customer purchases products and such products are withdrawn from the FVS equipment by Customer as described below. Until such products are so purchased by Customer, Fastenal shall bear all risk of loss with respect to products located in the FVS equipment, including, but not limited to, loss or damages caused by flood, fire, earthquake, terrorist act, severe weather, and negligence; provided, however, that Fastenal shall not bear the risk of loss resulting from the negligence of Customer or Customer's agents. Should customer not elect to use the consignment option, customer will retain title and ownership of product once product is purchased from Fastenal and placed in machine for dispensing.
- 5) Payment: Payments for products will be made by Customer as outlined in the Contract.
- 6) Prices: Prices are subject to the WCSA Master Service Agreement # 1862 and the California Participating Addendum Master Price Agreement 7-11-51-02. Prices for dispensed items may be negotiated within the "Custom Basket" (see section 1.1 volume discounts) to best identify high usage parts that are best opportunities or situated for dispensing. Prices may vary based on specific customer requirements- such as kitting, special labeling, or packaging if applicable.
- 7) Limitation of Liability: IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 8) Warranty: Products sold through the FVS equipment shall be sold pursuant to the terms and conditions as set forth in the Contract.

Customer Authorized Signature _____ Title: _____ Date: _____

Fastenal Signature: [Signature] Title: DISTRICT MGR Date: 5/10/2012



EXHIBIT "B"

WCSA Master Service Agreement

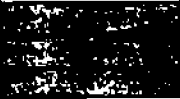
Contract for Facilities Maintenance, Lighting Products, Industrial Supplies and Tools

FAST SOLUTIONS ORDER FORM

This Order Form applies to FAST Vending Solutions (FVS) units requested by the Customer. The terms and conditions of the Vendor Contract will be applicable to the FVS units ordered herein.

Web Hosting Fee and Spend Expectation: The Software Fee described below will be waived for the term of the WCSA agreement. The parties agree that Customer will work in good faith to increase its overall purchases of products from FASTENAL at the location of the FVS Units. Installation of the FVS equipment is required within 90 days from the above agreement date or the agreement will be subject to cancellation.

*See Product Line card for available configurations.

Machine Type	# of Units	Annual Software Fee (\$300 x # of Units)
FAST 3000		Waived
FAST 5000		Waived
FAST 5000 Lockers *3 Door		
*12 Door		
*18 Door		
FAST Stand Alone Locker Key Pad		Waived
*3 Door		
*12 Door		
*18 Door		
Total for this order		Waived

Existing Acct # CaSabo283 New Customer Acct # CaSa0839

Customer Name: City of Redlands

Physical Address of Machine: 1270 W. Park Avenue

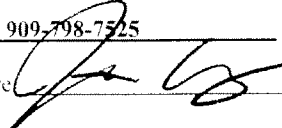
City Redlands State CA Zip 92373-8162

Phone 909-798-7525 FAX 909-798-7522

Customer Contact Name Dana Abramovitz

Customer Contact Email Dabramovitz@cityofredlands.org

Customer Contact Phone 909-798-7525

Authorized Fastenal Signature  Title DISTRICT MGR Date 5/10/2012

Authorized Customer Signature _____ Title _____ Date _____

5 Letter Store Code CASAB District Manager  JUSTIN ALFREY

Exhibit "C"

**CALIFORNIA PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE (WSCA)
FACILITIES MAINTENANCE, LIGHTING PRODUCTS, INDUSTRIAL SUPPLIES AND TOOLS
FASTENAL COMPANY
MASTER PRICE AGREEMENT
7-11-51-01**

1. Scope:

This Participating Addendum covers the purchase of Facilities Maintenance, Lighting Products, Industrial Supplies and Tools for all State Agencies and will include all California political subdivisions/local governments. A subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds. Each political subdivision/local government should make its own determination whether the WSCA program is consistent with its procurement policies and regulations.

State Agencies are prohibited from using this contract in accordance with Management Memo 05-11, except for those categories not offered under the Statewide Mandatory Contract (formerly Strategically Sourced Contract) for Maintenance and Operating Supplies (MRO).

THE SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS APPLY TO THE ORDERING AGENCY. IF OR WHEN FASTENAL COMPANY, AS A VENDOR, IS NOTIFIED BY ORDERING AGENCY THAT A SPECIFIC PURCHASE OR PURCHASES ARE BEING MADE WITH ARRA FUNDS, FASTENAL COMPANY AGREES TO COMPLY WITH THE DATA ELEMENT AND REPORTING REQUIREMENTS THAT ARE LEGALLY REQUIRED OF PROVIDERS OF GOODS AND RELATED SERVICES. FASTENAL COMPANY, AS IT RELATES TO PURCHASES UNDER THIS CONTRACT IS NOT A SUBCONTRACTOR OR SUBGRANTEE, BUT SIMPLY A PROVIDER OF GOODS AND RELATED SERVICES

2. TECHNICAL SPECIFICATIONS

Technical specifications, which apply to both State and local government, include recently implemented State Regulations. In addition, the specifications include product requirements when purchased by state agencies. Suppliers shall comply with all laws, regulations and technical specifications provided herein.

- a. Only thermostat products where the manufacturer is in compliance with The Mercury Thermostat Collection Act of 2008 shall be offered for sale in the State of California. Mercury-added thermostats and thermostats offered by a non-compliant manufacturer are prohibited for sale within the State of California. [California Health and Safety Code Sections 25214.8.10-25214.8.20 (HSC §25214.8.10- §25214.8.20)]
- b. Consumer products containing volatile organic compounds (VOC) shall be compliant with the laws and regulations for reducing the emissions of consumer products. Contractor is required to report sales in accordance with this regulation. [Title 17 California Code of Regulations Sections 94507-94517. (17CCR§ 94507-94517)] See Regulations for Reducing Emissions in Consumer Products for further information. VOC containing products shall identify the percent VOC by weight in the catalog product description and where available, the Global Warming Potential (GWP) for multipurpose solvents and paint thinners.
- c. Indoor air cleaning devices not in compliance with the regulation for Limiting Ozone Emissions from Indoor Air Cleaning Devices] are prohibited for sale in the State of California. Prohibited products shall be identified as "Does not meet California Requirements, Cannot be shipped to California." Exempted products shall state the reason the exemption applies i.e. "Solely for industrial use. Potential health hazard: emits ozone." [17CCR§94800- §94810]. Further manufacturer and distributor information can be found at:
<http://www.arb.ca.gov/research/indoor/aircleaners/manufacturers.htm>.
- d. Aerosol Adhesives for consumer, industrial and commercial uses shall comply with the aerosol adhesive standards as specified in HSC§41712(h)(2). Only adhesives and sealants that are

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South Coast Air Quality Management District (SCAQMD), Rule #1168 and Bay Area Air Quality Management District (BAAQMD), Rule #51 compliant shall be sold to state agencies. Aerosol Adhesives SCAQMD and BAAQMD compliant shall be identified and the VOC (weight per volume/grams per liter) provided within the catalog product description.

- e. The State of California regulates exhaust emissions of off-road powered equipment. Engines and equipment offered for sale in the State of California shall be California Air Resource Board (CARB) certified and reference the CARB Executive Order (EO) number. (13CCR Chapter 9 Article 1). Examples include: lawnmowers, chainsaws, line trimmers, backpack blowers, edger, brushcutter, generators, pumps, compressors, tractors, forklifts, leaf blowers, vacuums, snow blowers, floor polishing equipment, concrete polishers, pressure washer, tiller, etc. See California Air Resources Board Off-Road Certification Database for a list of compliant products. Off-road power equipment must be identified as "CARB Certified" and include within the catalog product description its EO number.
- f. High-Global Warming Potential (High-GWP) refrigerants for Stationary Sources are restricted for sale in the State of California. Compliance with these regulations requires the supplier to track and sell High-GWP refrigerants only to authorized purchasers. (17CCR Subarticle 5.1, §95380-§95398.) See California Air Resources Board Refrigerant Management Program – for Regulated Refrigerants. Refrigerants must include their GWP_{100yr} value within the catalog product description.
- g. Appliance products not in compliance with California 2010 Appliance Efficiency Standards are prohibited for sale within the State of California (20CCR §1601-§1608.). Only large appliances that are EnergyStar® qualified shall be sold to state agencies. Large appliances must meet most recent EnergyStar® standards. Examples of appliances covered under the California 2010 Appliance Efficiency Standards Include: Central Air Conditioners (CAC), Refrigeration Products, Cooking and Washing Products, Transformer Products, Electronics, Water Heater Products, Fans and Dehumidifiers, Heat Pumps, Heating Products, Lighting Products, Motor Products, Non-Central AC and HP Products and Plumbing Products. See The California Energy Commission Appliance Efficiency Database for list of compliant products.
- h. Plastic Trash Bags (thickness of 0.7 mil or greater) when sold in California shall contain at least 10 percent by weight PCRC material. Manufacturers and suppliers of plastic trash bags must be compliant with California Plastic Trash Bag laws (PRC§ 42290 et seq and 14CCR Article 5.) See CalRecycle Recycle Content Plastic Trash Bag Program for a list of compliant manufacturers and suppliers. All plastic trash bags offered for sale must identify in the catalog product description the thickness (mil) and manufacturer.
- i. Packages, packaging components, and packaged retail-ready products offered to the State of California shall be in full compliance with all requirements of California Toxics in Packaging Prevention Act (TPPA), HSC §25214.11- §25214.26.
- j. At the request of the purchaser, contractor shall provide the minimum percentage by weight, if not the exact percentage, of recycle content in each of the products and associated shipping/packaging materials sold. The recycle content shall include both post consumer recycle content (PCRC) and Pre-Consumer (Post-Industrial) recycle content percentages. All products sold to State Agencies shall include the recycle content, both RC and PCRC for each item purchased. Products compliant with State Agency Buy Recycle Campaign (SABRC) PCRC minimums shall be identified in the catalog product description as "SABRC Compliant". SABRC eligibility is dependent on products meeting the minimum PCRC per product category as defined in PCC§12209. See CalRecycle SABRC Program requirements for suppliers.

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- k. Environmental benefit claims concerning products or services must be consistent with the Federal Trade Commission's Guidelines for the Use of Environmental Marketing Terms. Product environmental claims are to include the industry standard the product meets and certifier. A copy of the certification must be supplied upon request if it is not publically available for verification. Products claiming environmental benefits must include the industry standard it meets within the catalog product description.
- l. All custodial equipment sold to state agencies shall operate at a sound level less than 70dBA. Vacuum cleaners and deep cleaning extraction equipment shall be Carpet & Rug Institute (CRI) certified. Custodial equipment not meeting these requirements is prohibited for sale to state agencies.
- m. Janitorial Paper Products (bathroom tissue, paper towels, paper napkins, facial tissue and general-purpose industrial wipes) offered on the State of California MRO mandatory contracts are prohibited for sale under the WSCA contract. All other paper products sold to state agencies shall meet the minimum PCRC and/or minimum RC percentages by weight listed in the Janitorial Paper Product Recycle Content Table. Janitorial paper products must identify and include in the catalog product description the percent PCRC and percent RC.

Janitorial Paper Product Recycle Content Table

Commodity	PCRC % Fiber (min)	RC % Fiber (min)	Total RC % (min) by weight
Bathroom Tissue	20	20	40
Paper Towels	40	40	80
Paper Napkins	30	30	60
Facial Tissue	10	10	20
General-purpose Industrial Wipes	40	40	80

- n. Chemical cleaners (soaps, cleaners, disinfectants, fresheners, sanitizers and polishes) offered on the State of California MRO contracts are prohibited for sale. All chemical cleaners sold to state agencies shall not contain any terpenes and glycol ethers, phosphorus content not to exceed 0.5% total phosphorus by weight and when labeled as "Concentrated" the contraction shall not be less than 99 percent (%) or the pH not less than 2 or greater than 11. Toxicity levels must be: for LD₅₀ shall be greater than 5,000 mg/kg or the LC₅₀ greater than or equal to 20mg/L at one hour. Volatile Organic Content (VOC) limits may not exceed the maximum VOC limits listed in the VOC table. "VOC Content" means the total weight of VOC in a product expressed as a percentage of the product weight (exclusive of the container or packaging). Chemical cleaners must identify and include in the catalog product description the percent VOC, percent total phosphorus, terpene and glycol ether free, percent concentration, pH and LD₅₀ (mg/kg) or LC₅₀ (mg/L).

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VOC TABLE

Cleaner Type	VOC % by weight (maximum permissible)
Dual Purpose Air Fresheners/Disinfectant	
Aerosols	60
Bathroom and Tile Cleaners:	
Non-aerosol	1
Carpet and Upholstery Cleaner: (dilutables)	0.1
Disinfectant	
Aerosols	70
Non-aerosol	1
Floor Polishes or Waxes:	
Resilient Flooring Materials	1
Non-resilient Flooring Materials	1
General Purpose Cleaners	
Aerosols	8
Non-aerosol	4
General Purpose Degreasers	10
Glass Cleaners	
Aerosols	12
Non-aerosol	4
Heavy-duty Hand Cleaners or Soap	8
Laundry Prewash	
Aerosols/solids	22
all other forms	5
Metal Polish/Cleanser	30
Sanitizer	
Aerosols	70
Non-aerosol	1
Wood Cleaner:	
Aerosols	17
Non-aerosol	4

3. Terms and Conditions:

For changes under this Participating Addendum by any Eligible Entity listed in Section 1, Scope, the following Changes apply:

- a. The California General Provisions (CAGP) (**GSPD-401Non IT Commodities based on June 8, 2010 standard**) for Western States Contracting Alliance (WSPA) Facilities Maintenance, Lighting Products, Industrial Supplies and Tools as attached become a part of this Participating Addendum.
- b. State Departments' use of this master price agreement is prohibited when there is a mandatory statewide contract for similar products. The current mandatory statewide contracts with products that conflict with this WSPA agreement are listed in the table below. The two exceptions to this prohibition are when 1) the quantity being ordered is less than the minimum order quantity required in the mandatory statewide contract individual user instructions, or 2) when a department obtains a DGS/PD exemption approval. The State departments are responsible for verifying product availability.

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Mandatory Statewide Contract		Product Description
1-10-62-31	California Lamp Contract	Lamps/Lighting
1S-06-51-02	Maintenance/Repair/Operations	Industrial Supplies, Tools & HVAC
1S-06-79-55	Maintenance/Repair/Operations	Janitorial & Electrical Supplies
1S-06-84-01	Maintenance/Repair/Operations	Safety Supplies
1S-06-85-34	Maintenance/Repair/Operations	Toilet Tissue

The State Contracts Index Listing provides a centralized contract list of most leveraged procurement agreements (Statewides, Masters, WSCA) and can be accessed at:
<http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.htm>
Department users and WSCA contractors shall not encourage either parties to split orders to circumvent the use of a mandatory statewide contract.

- c. The California General Provisions (CAGP) shall prevail if there is a conflict between the terms and conditions of the contractor's WSCA State of Nevada, Master Price Agreement, packaging, invoices, catalogs, brochures and technical data sheets.
- d. State of Nevada, Master Price Agreement number 1862 is changed for California to Contract Number 7-11-51-01.
- e. Delivery:
FOB Destination and included in the purchase order, or as otherwise stipulated in the contract.
- f. DGS Termination of Contract:

The State may terminate this contract at any time upon 30 days prior written notice to the contractor. Upon termination or other expiration of this contract, each party will assist the other party in orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

- g. Monthly Usage Reports & Administrative Fee:

Contractor must submit a monthly usage report to the California Contract Administrator for all California purchases in the format outlined in the Monthly Usage Report Template. The Monthly Usage Report Template is not to be changed or modified in any way without the prior consent of the California Contract Administrator. Report must be submitted in attached DGS report template.

The Contractor shall submit a check, in addition to the report, payable to the State of California, Contract Administrator for the calculated administrative fee for an amount equal to one percent (0.01) of the sales for the monthly period. This fee shall be included as an adjustment to contractors WSCA pricing and not invoiced or charged to the purchasing entity.

Payment of the administrative fee by Contractor is due regardless of status of payments on orders from users to Contractor. Although reports are due on a monthly basis, administrative fees shall be submitted on a quarterly basis.

A monthly usage report is due even when there is no activity. Any report that does not follow the required format or that excludes information will be deemed incomplete. Failure to submit reports and fees on a timely basis shall constitute grounds for suspension of this

**CALIFORNIA PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE (WSPA)
FACILITIES MAINTENANCE, LIGHTING PRODUCTS, INDUSTRIAL SUPPLIES AND TOOLS
FASTENAL COMPANY
MASTER PRICE AGREEMENT
7-11-51-01**

agreement. Report(s) and delivery will be in accordance with the following **monthly** schedule.

Jan--Due Feb 15	May--Due Jun 15	Sept--Due Oct 15
Feb--Due Mar 15	Jun--Due Jul 15	Oct--Due Nov 15
Mar--Due Apr 15	Jul--Due Aug 15	Nov--Due Dec 15
Apr--Due May 15	Aug--Due Sept 15	Dec--Due Jan 15

Quarterly Schedule for administrative fee check payment

Jan - Mar	Apr - Jun	July - Sept	Oct - Dec
Check Due April 30	Check Due July 31	Check Due Oct 31	Check Due Jan 31

The administrative fee check and report should be submitted to the following address:

Cynthia Okoroike
Department of General Services
Procurement Division
Multiple Award Program - WSPA
707 Third Street, 2nd Floor, MS # 202, West Sacramento, CA 95605-2811

- h. The primary state government contact for this Participating Addendum is as follows:

Department of General Services, Procurement Division
Multiple Award Program - WSPA
707 Third Street, 2nd Floor, MS # 202
West Sacramento, CA 95605

Contact: Cynthia Okoroike
E-mail: cynthia.okoroike@dgs.ca.gov
Phone: (916) 375-4389
Fax: (916) 375-4663

- i. The primary Fastenal Company CUSTOMER contact for this Participating Addendum is as follows:

FASTENAL COMPANY

Address: 2001 Theurer Blvd
Winona, MN 55987

Contact: John Soderberg

E-Mail: jsoderbe@fastenal.com

Phone: 507/313-7313

Fax: 507/494-7669

**CALIFORNIA PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE (WSCA)
FACILITIES MAINTENANCE, LIGHTING PRODUCTS, INDUSTRIAL SUPPLIES AND TOOLS
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MASTER PRICE AGREEMENT
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j. Price Agreement Number:

The Master Price Agreement number for the Participating State is 7-11-51-01. The Master Price Agreement Number MUST be shown on all Purchase Orders issued against this Master Price Agreement.

This Addendum and the Price Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

k. Effective Dates:

This Participating Addendum shall be effective upon approval by the Department of General Services and will continue until the End Date of the Master Price Agreement. Lead State amendments to extend the term date are automatically incorporated into this Participating Addendum unless terminated early in accordance with the terms and conditions of the Master Price Agreement or this Participating Addendum.

l. Servicing Subcontractors:

The Contractor, at this time, will be using subcontractors to provide products under this contract.

SMALL BUSINESS/DVBE-REQUIREMENT

Each Contractor must provide DGS with their subcontracting plan committing to 25% Small Business and 3% DVBE subcontracting under this contract.

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their small business or DVBE goals whenever the Contractor subcontracts a commercially useful function to a certified small business or DVBE. The Contractor will provide the ordering agency with the name of the small business or DVBE used and the dollar amount the ordering agency can apply towards its small business or DVBE goal. State departments are required to identify sub-contractors on individual purchase documents executed against this master price agreement.

**CALIFORNIA PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE (WCSA)
FACILITIES MAINTENANCE, LIGHTING PRODUCTS, INDUSTRIAL SUPPLIES AND TOOLS
FASTENAL COMPANY
MASTER PRICE AGREEMENT
7-11-51-01**

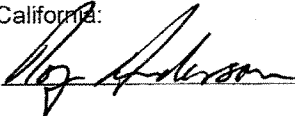
SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the Contractor to each small business or DVBE.
2. The Contractor will provide an ordering agency with the following information at the time the order is quoted:
 - a. The Contractor will state that, as the prime Contractor, it shall be responsible for the overall execution of the fulfillment of the order.
 - b. The Contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:
 - List the name of each company that is certified by the Office of Small Business and DVBE Services to which that it intends to subcontract a commercially useful function; and
 - Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
 - Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
 - Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.

By Signing below FASTENAL COMPANY agrees to offer the same Facility Maintenance, Lighting Products, Industrial Supplies and Tools as on the State of Nevada contract #1862 at prices equal to or lower than the prices on that contract.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

State of California:

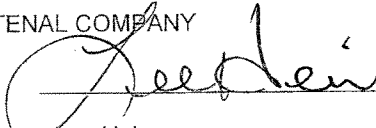
By: 

Name: Jim Butler

Title: Deputy Director

Date: 7/29/2011

FASTENAL COMPANY

By: 

Name: Lee Hein

Title: Executive Vice President

Date: 6-9-2011

**GENERAL SERVICES
LEGAL SERVICES**

Kyatt
7/25/11

EXHIBIT "D"

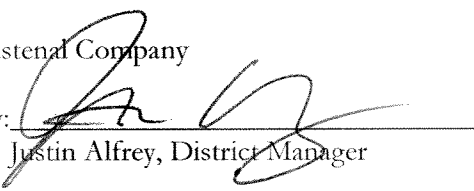
WORKERS' COMPENSATION INSURANCE CERTIFICATION TO PERFORM VENDING FACILITIES MAINTENANCE, LIGHTING PRODUCTS, INDUSTRIAL AND SUPPLIES AND TOOLS

Every employer except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurer duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code §1861).

Fastenal Company

By: 

Justin Alfrey, District Manager

5/10/2012

Date: